

EXHIBIT ESO1

V. COMPLAINTS

Provider shall within twenty-four hours of the receipt of any complaint promptly advise Operator of any complaint against Provider in connection with Provider's services pursuant to this Agreement. Provider shall respond to any complaints logged against the Provider in the same manner as the complaint is delivered. Such complaints shall be responded to within a time frame that is acceptable to both parties, never exceeding seven (7) days for general issues and forty-eight (48) hours following any incident that involves medical services.

VI. INSURANCE

Provider shall at all time throughout the term of this Agreement maintain Professional Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence and in an aggregate of Ten Million Dollars (\$10,000,000); Commercial General Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate; Motor Vehicle Insurance coverage (applying to owned, hired and all non-owned vehicles) of One Million Dollars (\$1,000,000), Workers Compensation with statutory limits, and Employers Liability in the amount of One-Hundred Thousand Dollars (\$100,000) each accident for bodily injury by accident, One-Hundred Thousand Dollars (\$100,000) each employee for bodily injury by disease, and One-Hundred Thousand Dollars (\$100,000) policy limit for bodily injury by disease. Provider shall at all time throughout the term of this Agreement maintain excess insurance applying above the Professional Liability, Commercial General Liability and Motor Vehicle Insurance in the amount of Nine Million Dollars (\$9,000,000).

Such Professional and Commercial General liability insurance shall include Errors and Omissions, medical malpractice, bodily injury, property damage, false arrest, wrongful entry and eviction, detention, imprisonment, libel, slander and violation of an individual's right of privacy.

Should any of the foregoing required insurance coverage be written on a "claims made" not an "occurrence" basis, Provider agrees to maintain coverage for a period of three (3) years following termination of this Agreement.

All such insurance shall be provided by recognized companies qualified to conduct business in Pennsylvania, with A. M. Best's Ratings of A VI or higher.

All property of the Provider or its employees, agents, or contractors brought, kept, used or left at the Stadium or any other location shall be kept at the sole risk of the Provider its employees, agents or contractors. No insurer of Provider shall have any right of subrogation against Operator or its affiliates.

Concurrently with the execution of this Agreement, Provider shall deliver to Operator certificates of insurance evidencing that such coverage is in effect and providing for at least thirty (30) days notice to Operator if any of such insurance expires or is terminated or cancelled.

Provider agrees that the following entities and persons shall be listed as additional insureds on all of the policies (other than Workers Compensation and Employers Liability) required under this Agreement (collectively, the "Indemnified Parties"): Eagles Stadium Operator, LLC;

Philadelphia Eagles, LLC; Philadelphia Eagles Limited Partnership; Eagles Stadium Inc.; Stadium Purchaser, LLC, Philadelphia Eagles Development, L.P., Philadelphia Eagles Development, Inc., Philadelphia Authority for Industrial Development; the City of Philadelphia; and the Commonwealth of Pennsylvania, and the respective subsidiaries and affiliates of each of the foregoing entities, and all of their respective direct and indirect, past, present and future officers, directors, members, managers, shareholders, affiliates, subsidiaries, partners, owners, agents, representatives, attorneys, employees, licensees, contractors, successors and assigns. All required policies shall include an endorsement stating that said insurance shall be primary to any other insurance maintained by the additional insureds which other insurance shall be excess and non-contributory thereto.

VII. INDEMNIFICATION

Provider shall indemnify, defend and hold harmless the Indemnified Parties from and against any liability, cost or expense, including reasonable attorney's fees, for damages and/or personal injury, including death therefrom, to any person, or property damage or loss (collectively "Claims") arising out of or in connection with Provider's performance or non-performance of its obligations pursuant to this Agreement.

Operator shall indemnify, defend and hold harmless Provider, its officers and employees from and against any liability, cost or expense, including reasonable attorney's fees, for damages and/or personal injury, including death therefrom, to any person, or property damage or loss, to the extent arising out of the negligent conduct or willful misconduct of Operator or its officers or employees. Operator shall not indemnify, defend or hold harmless Provider, its officers or employees from and against any liability, cost or expense to the extent arising out of the negligence or willful misconduct of Provider, its agents, officers or employees.

All property of Provider or its employees or agents that is brought, kept, used or left at the Stadium or any other location shall be brought, kept, used or left at the sole risk of the Provider and/or such employee or agent. In the event Operator permits Provider to store and use its personal property at the Stadium, such storage and use will be at its own risk. Provider is not obligated to insure this property, but shall have no recourse to any insurance or loss payment arrangements maintained by Operator. No insurer of such property of Provider shall have any right of subrogation against any Indemnified Party or their respective insureds.

The requirements of this Article VII shall survive termination of this Agreement.

Nothing in this Article is intended to limit Provider's liability to the minimum amounts of insurance that Provider is required to maintain by Article VI of this Agreement.

VIII. COMPENSATION

Operator will pay Provider for Provider's services on the basis specified in Exhibit "A".

Provider will retain the right to bill any third party insurance carrier for any patient other than personnel of Operator, Operator's affiliates or of any visiting professional football teams.